

AG Contract No. KR95 2113TRN
ADOT ECS File No. JPA 95-168
Project: HX039 01C
Section: SR-87 @ Forest Drive

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PAYSON

THIS AGREEMENT is entered into 10 May, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF PAYSON, acting by and through its MAYOR and TOWN COUNCIL
(the "Town").

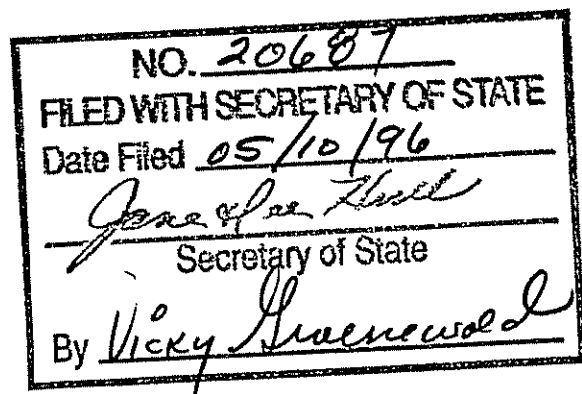
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the Town.

3. The State and the Town desire to construct, operate and
maintain a new traffic signal light warranted on SR-87 at the
intersection of Forest Drive, at an estimated cost of
\$120,000.00, hereinafter referred to as the Project, for the
safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate Town review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for fifty percent (50%) of the cost of the Project, in an amount estimated at \$60,000.00. Be responsible for any contractor claims for extra compensation attributable to the State.

c. Invoice the Town for fifty percent (50%) of the cost of the Project, in an amount estimated at \$60,000.00.

d. Upon completion and acceptance of the Project, provide traffic signal maintenance.

2. The Town will:

a. Review the design documents and provide comments. Be responsible for any contractor claims for extra compensation attributable to the Town.

b. Provide the State a temporary construction easement for the construction of a raised concrete median island on the west leg of Forest Drive..

c. Advance the State fifty percent (50%) of the cost of the Project, in an amount estimated at \$60,000.00, within 30 days after receipt of an invoice.

d. Upon completion and acceptance of the Project by the State, provide traffic electrical energy to operate the signal, and be responsible for the maintenance of that portion of the median island on City right-of-way..

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Payson
Town Manager
303 N. Beeline Highway
Payson, AZ 85541

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF PAYSON

STATE OF ARIZONA

Department of Transportation

By



CLIFF POTTS
Mayor

By


CHARLES K. EATON
State Traffic Engineer

ATTEST

By

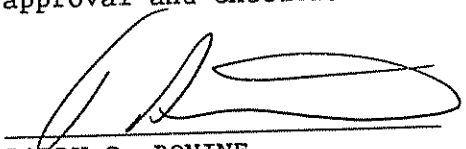

LINDA J. FOSTER
Town Clerk

611
7sep

RESOLUTION

BE IT RESOLVED on this 7th day of September 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Payson for the purpose of defining responsibilities for the design, construction and maintenance of a warranted traffic signal on SR-87 at the intersection of Forest Drive.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION 1109
TOWN OF PAYSON, ARIZONA

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
AUTHORIZING AN AGREEMENT WITH THE STATE FOR A
TRAFFIC SIGNAL LIGHT AT THE INTERSECTION OF SR 87 AND
FOREST DRIVE

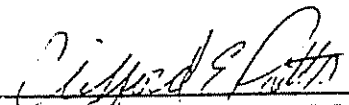
BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF
THE TOWN OF PAYSON AS FOLLOWS:

Section 1. The Mayor and Town Clerk are hereby authorized to sign an Intergovernmental Agreement with the State of Arizona, a copy of which is attached and made a part of this resolution by reference.

Section 2. The Town Manager and Town Attorney are authorized to take such other and further measures and actions as are necessary or appropriate to carrying out the terms, provisions and intent of said Agreement.

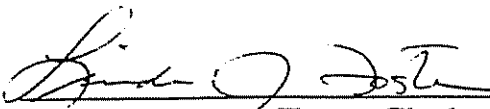
ADOPTED this 11th day of April 1996 by the following vote:

Ayes 5 Noes 0 Abstentions 0 Absent 1



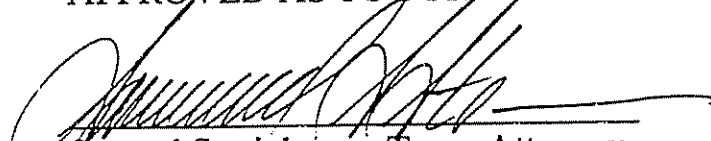
Clifford E. Potts, Mayor

ATTEST:



Linda J. Foster, Town Clerk

APPROVED AS TO FORM:

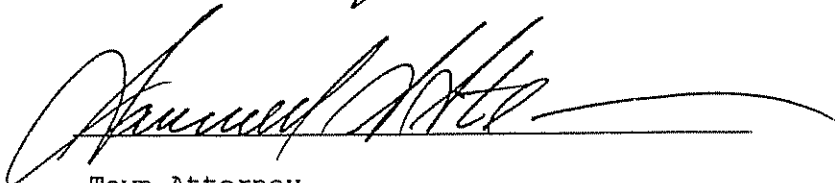


Samuel Streichman, Town Attorney

APPROVAL OF THE PAYSON TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF PAYSON and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 12th day of April, 1995


Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: 542-1680

Direct: 542-8837

Fax: 542-3646

MAIN PHONE: 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR95-2113-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2nd day of May, 1996.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath".

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
c:\jrr\5-iga-jh.wpd



FIFE SYMINGTON
Governor

LARRY S. BONINE
Director

ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION
JOINT PROJECT ADMINISTRATION
205 South 17th Avenue - Room 293E, Mail Drop 616E
Phoenix, Arizona 85007



THOMAS G. SCHMITT
State Engineer

E. JACK HAMMITT
Joint Project
Administrator

RECEIVED

APR 21 1997

21 March 1997

ENGINEERING CONSULTANTS
SERVICES

Mr. Richard L. Underkofler, Manager
Town of Payson
303 N. Beeline Highway
Payson, AZ 85541

Re: SR-87 @ Forest Drive Traffic Signal
Agreement: JPA 95-168
Amendment No. 1

Dear Rich:

As the above referenced traffic signal project has developed, the requirement for emergency vehicle preemption equipment (Opticom) has been identified and requested by Town staff. To contractually address the maintenance of same, we may use this instrument as amendment no. 1.

Therefore, so much of paragraph 11.2.e is added "Provide the State with emergency vehicle preemption (Opticom) equipment, and once installed and functional, provide maintenance to same. Reimburse the State for the cost of installation of the Opticom system in the amount of \$4,277.41 from funds already on deposit with the State for the signal construction. The State will provide maintenance to the "pullboxes". All other terms and conditions of the agreement remain the same."

To properly memorialize this amendment, and to insure a meeting of the minds, please indicate your concurrence of this amendment in the space provided below and return one original of this instrument to the undersigned at the above address to the attention of Mail Drop 616E. Questions may be directed to the undersigned at (602) 255-8369 or Mr. LaJeunesse at 778-1180.

Sincerely,

E. Jack Hammitt, CPM
Joint Project Administrator

Concur for Payson

By

Date

4/16/97
(date)